

LEGAL NOTICE

TOWN OF TIVERTON, RHODE ISLAND INVITATION TO BID PUBLIC WORKS LABOR & MATERIALS

The Town of Tiverton, Rhode Island is soliciting bids from qualified vendors and contractors for public works types of labor, materials and equipment, each as appropriate for the following:

1. Bituminous Concrete Paving
2. Washed Sand, Washed Stone, Bank Run Gravel, Screened Loam
Crushed Stone and Dense Grade
3. High-Density Polyethylene Pipe (HDPE)
4. Catch Basin Blocks
5. Catch Basin Frames and Grates
6. Unleaded Gasoline, Clear Ultra Sulfur Diesel Fuel
7. Daily Landfill Cover

Specifications for each of the above may be obtained at the Office of the Town of Tiverton Clerk, 343 Highland Road, or Director, Public Works Department, 50 Industrial Way, Tiverton, RI from 8:30 a.m. to 3:00 p.m. Monday through Friday.

Sealed envelopes containing Bids must be marked with the Item Number & Name on the outside and received at the Office of the Town Clerk, 343 Highland Road, Tiverton, RI no later than 2:00 p.m. on Thursday, May 31, 2012 at which time bids will be opened and publicly read by the Town Administrator or his representative in the Town Council Chambers.

The Town of Tiverton is an Equal Opportunity Employer (EEO/AA)

Nancy L. Mello, Town Clerk

**TOWN OF TIVERTON
INVITATION FOR BIDS
INSTRUCTION TO BIDDERS**

All bidders, by the submission of their bid, covenant to be bound hereby and to perform in accordance with these instructions and conditions, as well as the invitation for bids and the specifications.

1. Any guarantee and/or warranties should be stated in the bid.
2. Bids shall be filed in a sealed envelope, clearly labeled, bearing the number and title of the matter bid upon. Bids must be signed in the name of the bidding company by its duly authorized representative.
3. Whenever an item is named or described, an item "equal" thereto may be furnished.
4. Payments shall be made by the awarding authority within thirty (30) days of delivery and acceptance.
5. Estimated quantities are shown for the initial contract period. Estimated quantities will be used as a basis for determining the low bidder and are not expressed or implied to be guaranteed.
6. The contracts shall be awarded to the responsible and responsive bidders who offer the best price, provided that the awarding authority may reject any and all bids, if it is in the public interest to do so. Contracts under this invitation for bid will be awarded to the bidder offering the lowest price for each item or separate line item as listed in the legal notice and specifications. The Town reserves the right to reject any or all bids or to accept the bid it deems to be in the best interest of the Town.
7. Determination of Responsibility
 - a. The Towns in considering each proposal, shall, prior to any determination and subsequent award, investigate and evaluate the contractor to determine whether the contractor is responsible. Consideration may be given to references and other available information indicating the contractor's prior experience in providing similar services, the financial and organizational status of the contractor, and the contractor's prior compliance with applicable laws, ordinances, rules and regulations. No contract will be awarded to any contractor who, as determined by the Town, is not qualified to perform satisfactory service due to an unsatisfactory record or inadequate experience, or who lacks the necessary capital,

organization, or equipment to conduct and complete the services in strict accordance with the specifications.

b. After the opening of sealed proposals, but before the award is made, the Town may require additional information, either technical or general, from any of the qualified contractors in order to determine the award. The information shall be supplemental in nature and may not add to, detract from, or conflict with the contents of the original sealed proposal.

c. No provision in this request for proposals should be construed to require an award to a contractor who submitted background information, when investigated and verified by the awarding authority, raises significant questions as to its ability to successfully provide the services required.

8. Purchases made by the Town of Tiverton are exempt from payment of Federal Excise Taxes and Rhode Island Tax on Retail Sales.

9. Performance and Payment Bonds:

a. The successful Contractor(s) must, simultaneously with execution of the Contract, provide the Towns with payment and performance bonds, a certified check, or other security approved by the Town Administrator in a penal sum equal to the estimated cost of the materials to be provided during the first year of the Contract, based on the estimates provided by the Towns, and conditioned upon performance by the Contractor of all undertakings, covenants, terms, conditions, and agreements of the Contract documents and upon the prompt payment by the Contractor to all persons supplying labor and materials for the contract work. Such a bond shall be endorsed by a surety company licensed or granted a certificate of authority by the State of Rhode Island and acceptable to the Town. Said performance bond or other approved security shall remain in full effect until the expiration of the contract term and any extension thereof.

b. The Contractor must fulfill all obligations, terms, conditions, and prices set forth herein in order to meet the Contract in full, and in submitting a bid, acknowledges that if it fails to do so, it may forfeit some or all of its bond or other approved security.

c. A Performance and Payment Bond will be required for those items for which the estimated contract value equals or exceeds \$10,000. Estimated contract values will be determined by the Towns by multiplying the unit cost by the estimated quantity for each item.

d. The Performance and Payment Bonds shall name the Town of Tiverton as Obligee.

10. The successful Contractor(s) must maintain at no additional cost to the Towns the following insurance coverage's until the termination of the contract or as otherwise provided below:
- Worker's compensation coverage's that meets or exceeds the legal requirements.
 - Motor vehicle liability coverage with a minimum combined single limit of liability of Five Hundred Thousand Dollars (\$500,000.00); and
 - General liability insurance coverage with minimum limits of One Million Dollars (\$1,000,000.00) per claim and / or occurrence.
11. The Contractor shall be assumed to have complied with all the requirements of the State of Rhode Island prevailing wage law.
12. a. Each bid shall be accompanied by a bid security consisting of a certified check drawn on a national bank or trust company or a Bid Bond in a form satisfactory the Town with a surety company qualified to do business in Rhode Island and satisfactory to the Town, in an amount of equal to five (5%) percent of the total price for the project, payable to the "Town of Tiverton". The "total bid price" shall be determined by multiplying the unit price bid by the Contractor by the estimated amount supplied by the Town for each item bid by the Contractor and adding the totals for all items bid by the Contractor. A Clerk's certificate must accompany each bid bond to signify that the bond has been signed by an authorized officer of the Contractor.
- b. The bid security will be returned to the bidder within fourteen (14) days following the opening of bids, with the exception of the bid security of the three apparent lowest bidders for each item or group of items bid. Bid securities of three apparent lowest bidders will be retained until execution of a contract or rejection of all bids. In the event a successful bidder fails to fulfill its bid terms, the bid deposit will be forfeited to the Town.
13. All materials to be delivered at such times and such places as may be directed. Prompt service is required.
14. The contract shall be for an initial period of approximately twelve months from the date of award. By mutual agreement between the Town and the contractor, the Town shall have the option to extend the contract for up to two additional one (1) year periods, commencing July 1, 2013 and July 1, 2014, said options to be exercised in writing by the Town, at least thirty (30) days before the date of which the contract would otherwise expire.
15. Attention is called to the minimum wage rates to be paid under the contract in accordance with State or Rhode Island prevailing wage law.

TOWN OF TIVERTON

BITUMINOUS CONCRETE

BID FORM

_____(Company Name) hereby proposes to furnish the Town of Tiverton the following materials in accordance with the State of Rhode Island Department of Transportation "Standard Specifications for Road and Bridge Construction, 2004 Edition as amended and at the price indicated below:

- 1-A Class I-1 Bituminous Concrete (Surface Course) complete in place, including integral Cape Cod berm, machine laid on roadways at \$_____ per ton x (1,000 ton) = \$_____ subtotal.
- 1-B Class I-2 Bituminous Concrete (Surface Course) complete in place, hand laid on driveways, approaches, sidewalks, etc. at \$_____ per ton x (100 ton) = \$_____ subtotal.
- 1-C Bituminous concrete (Binder Course) complete in place, machine laid on roadways at \$_____ per ton x (1000 ton) = \$_____ subtotal.
- 1-D Bituminous Concrete (Berm Mix) complete in place, (when placed by machine separate from paving operations) berms or curbs at \$_____ per ton x (10 ton) = \$_____ subtotal.

Specifications for the Supplying and Applying of Liquid Asphalt on the Town of Tiverton roads.

1. The work to be done includes the furnishing of all materials, labor, tools and equipment necessary to apply liquid asphalt on roads in the Town of Tiverton
2. All work and materials supplied shall conform with the State of Rhode Island Department of Transportation "Standard Specifications for Road and Bridge", 2004 Edition as amended, for grades of asphalt cement, cutback asphalt and emulsified asphalt as specified and as directed by the authorized representative of the Town of Tiverton.
3. The RS-1 or CRS-1 is intended for application onto existing pavements prior to paving overlays. Contractor will be paid as outlined above for materials on a square yard basis for an application rate of 1/20 gal per square yard.

Supplying and Applying Liquid Asphalt

Item 1

1-E Per sq yd for RS-1 or CRS-1

\$_____ per sq. yd. x 5,000 sq. yd = \$_____ subtotal.

Drainage Structures Adjustments-Rebuilding & Remodeling

The work shall consist of rebuilding, removing, replacing, and adjusting the masonry and castings of present structures, as required to conform to newly proposed line and grade changes; to change in type of structures, or change in type of casting; all in accordance with these specifications and in close conformity with the lines and grades shown on plans or established by the Engineer.

CONSTRUCTION METHODS:

Materials, construction and compensation shall conform to the State of Rhode Island Department of Transportation "Standard Specifications for Road and Bridge Construction", 2004 Edition as amended.

1-F Drainage Structures Rebuilt = Vertical Foot

\$_____ per Vertical Foot x 30vf= \$_____ Subtotal

1-G Drainage Structure Adjustment when change is 6" or less = Unit Each

\$_____ per each unit x 25 Structures = \$_____ Subtotal

1-H Sanitary Structures Adjustment = Unit Each

\$_____ per each unit x 10 Structures = \$_____ Subtotal

Transition Joints

This work shall consist of cutting transition joints or keyways in existing paved surfaces to permit the installation of new adjoining pavement. Cutting shall be made in driveways, sidewalks, intersections and other paved areas as directed by the Town. Joints shall be cut

with a cold planer, pavement saw, pavement breaker or other device acceptable to the Town. Sufficient existing asphalt shall be removed to allow a smooth transition for vehicles and pedestrians when traveling over new and existing surfaces. Contractor shall be responsible for old pavement removal/disposal and clean up of the area. Finished joints must result in no bumps and must not impede drainage flow. A coating of RS-1 asphalt emulsion shall be applied to the cold joint immediately before placement of new pavement.

1-I Cutting pavements, pavement removal, clean up, and joint coating. \$ _____
per linear foot x 500 feet = \$ _____ Subtotal.

Removing Bituminous Pavement by Cold Planing

This work consists of the removal of bituminous material using cold planing or grinding methods to a depth as specified by the Director of Public Works or his/her designee, all in accordance with Section 935 of State of Rhode Island Department of Transportation "Standard Specifications for Road and Bridge Construction" 2004 Edition as amended.

1-J Removing Bituminous Pavement by Cold Planing
\$ _____ per square yard x 1000 square yards = \$ _____ subtotal

TOTAL BID (1-A,B,C,D,E,F,G,H,I,J) \$ _____

1-K Class I-1 Bituminous concrete (Surface Course) F.O.B. plant at \$ _____ per ton.
(100 ton)

1-L Bituminous Concrete (Binder Course) F.O.B. plant at \$ _____ per ton. (20
ton)

1-M Bituminous Concrete (Surface Treatment or Sheet Mix) F.O.B. plant at
\$ _____ per ton. (50 ton)

NOTE:

A. The attention of the bidder is drawn to Section 401.03.1 Bituminous Mixing Plant requirements of the Standard Specifications. Specifically, a deliver ticket from an automated printer for each truck will be required on all paving projects (excluding small projects such as driveway aprons, berms, potholes, shoulder repair, etc.)

- B. All plants and mix designs must be approved by RIDOT.
- C. The Contractor shall lay out each road prior to paving to ensure that the crown of the road is located in the middle of each road.
- D. A bid award will be made to one company for items 1-A,B,C,D,E,F,G,H,I,J). Award will be made to a responsible company submitting the lowest total bid, which will be computed by multiplying the unit cost by the estimated quantity and adding the ten items together for the total bid.

TOWN OF TIVERTON

BITUMINOUS CONCRETE
SUPPLYING AND APPLYING LIQUID ASPHALT
DRAINAGE STRUCTURES ADJUSTMENTS –
REBUILDING & REMODELING
TRANSITION JOINTS

BID FORM

Company

Authorized Representative Signature

Address

Authorized Representative Printed Name

City, State, Zip Code

Title

Telephone

Date

TOWN OF TIVERTON**ROAD MATERIAL****BID FORM**

All material to conform to Rhode Island Department of Transportation "Standard Specifications for Road and Bridge Construction" 2004 Edition as amended. (Based on the estimated quantities as listed.)

<u>MATERIALS</u>	<u>PRICE</u>
Washed Sand (per ton)	
Based on 1 Ton	At Plant: _____
Based on 3,000 Ton	Delivered*: _____
Washed ¾" Stone (per ton)	
Based on 1 Ton	At Plant: _____
Based on 100 Tons	Delivered*: _____
Washed 1-1/2" Stone (per ton)	
Based on 1 Ton	At Plant: _____
Based on 100 Tons	Delivered*: _____
Washed Pea Stone (per ton)	
Based on 1 Ton	At Plant: _____
Based on 35 Tons	Delivered*: _____
Bank Run Gravel (per ton)- 3" minus	
Based on 1 Ton	At Plant: _____
Based on 50 Tons	Delivered*: _____
Crushed Bank Gravel (per ton)-3/4" minus	
Based on 1 Ton	At Plant: _____
Based on 200 Tons	Delivered*: _____

<u>MATERIALS</u>	<u>PRICE</u>
Crushed Bank Gravel (per ton)- 1 ½" minus	
Based on 1 Ton	At Plant: _____
Based on 100 Tons	Delivered*: _____
Reprocessed Gravel (per ton) (crushed asphalt, concrete, and gravel with the same gradation as that of crushed gravel) -3/4" minus	
Based on 1 Ton	At Plant: _____
Based on 100 Tons	Delivered*: _____
Loam (screened) (per ton)	
Based on 1 Ton	At Plant: _____
Based on 700 Tons	Delivered*: _____
Rip Rap 3" – 4" (per ton)	At Plant: _____
Rip Rap 6" – 8" (per ton)	Delivered*: _____

*** Materials delivered in Tiverton**

The distance from the Tiverton DPW to the Plant will be a consideration in making a bid award for items at plant. Computations for a mileage adjustment to be added to the per ton bid will be made as follows:

\$24.00/hr. for truck

\$31.00/hr for driver

\$55.00/hr ÷ 40 mph = \$1.38/mi.

_____ miles to/from plant x \$1.38/mi ÷ 8 ton/load = \$ _____/ton

Miles to/from plant round trip (if known): _____

Location of Plant: _____

Company

Authorized Representative Signature

Address

Authorized Representative Printed Name

City, State, Zip

Title

Telephone

Date

TOWN OF TIVERTON
HIGH DENSITY POLYETHYLENE PIPE (HDPE)
BID FORM

All materials to conform to Rhode Island Department of Transportation "Standard Specifications for Road and Bridge Construction" 2004 Edition as amended.

<u>HDPE</u>	<u>Quantity</u>	<u>Unit Cost per Lineal Foot</u>	<u>SUBTOTAL</u>
<u>Smooth Bore Pipe</u>			
		<u>Delivered</u>	
		<u>Corrugated (Solid or Perforated)</u>	
12" x 300lf	x	_____	= _____
15" x 200lf	x	_____	= _____
18" x 100lf		_____	= _____
<u>HDPE</u>			
<u>Unit Cost for Each</u>			
<u>Collars and Ties (additional)</u>			
		<u>Delivered</u>	
12" x 5 ea	x	_____	= _____
15" x 3 ea	x	_____	= _____
18" x 2 ea	x	_____	= _____
<u>HDPE</u>			
<u>Unit Cost for Each</u>			
<u>Flared ends</u>			
		<u>Delivered</u>	
		<u>(Corrugated)</u>	
12" x 1 ea	x	_____	= _____
15" x 1 ea	x	_____	= _____
18" x 1 ea	x	_____	= _____
<u>HDPE</u>			
<u>Unit Cost for Each</u>			
<u>Tubing in rolls</u>			
		<u>Delivered</u>	
		<u>(Corrugated)</u>	
4" x 200lf	x	_____	= _____
6" x 400lf	x	_____	= _____
TOTAL BID			= _____

 Company

 Authorized Representative Signature

 Address

 Authorized Representative Printed Name

 City, State, Zip

 Title

 Telephone

 Date

A bid award will be made to one company for all items. Award will be made to a responsible company submitting the lowest bid which will be computed by multiplying the per unit cost by the estimated quantity and adding the eleven (11) items together for the total bid.

TOWN OF TIVERTON

CONCRETE BLOCK CATCH BASIN STRUCTURES

BID FORM

Concrete block catch basin structures shall consist of 6 inch block capable of supporting an AASHTO H-20 loading. The components of each structure shall consist of the following:

<u>Description</u>	<u>Number</u>
Barrel Blocks	84
Pie Plate Blocks	10

The minimum strength of the concrete shall be 5,000 psi.

<u>Description</u>	<u>Number</u>
No. 1 Blocks	12
No. 2 Blocks	12
Adjusting Blocks	12
Square Ring Row Blocks	8

The minimum strength of the concrete shall be 5,000 psi.

BASED ON 10 STRUCTURES DELIVERED AS NEEDED TO TOWN OF TIVERTON DPW

MINIMUM DELIVERY WILL BE FIVE (5) CATCH BASINS PER LOAD

\$ _____ PER STRUCTURE X 10 = \$ _____ TOTAL

Company

Authorized Representative Signature

Address

Authorized Representative Printed Name

City, State, Zip

Title

Telephone

Date

TOWN OF TIVERTON**CATCH BASIN FRAMES AND GRATES****BID FORM**

Catch basin frames shall conform to Rhode Island Department of Transportation Standard Details. They shall provide for a clear opening of approximately 22 inches square. Catch basin frames (3 flange) shall have a minimum weight of 265 pounds. Catch basin frames (4 flange) shall have a minimum weight of 285 pounds.

BASED ON CATCH BASIN FRAMES 8" IN HEIGHT

5 - A \$ _____ per frame (3 Flange) x 5 = \$ _____ Subtotal
 5 - B \$ _____ per frame (4 Flange) x 5 = \$ _____ Subtotal

Catch basin frames shall conform to Rhode Island Department of Transportation on Standard Details. They shall provide for a clear opening of approximately 22 inches square. Catch basin frames (3 flange) shall have a minimum weight of 199 pounds. Catch basin frames (4 flange) shall have a minimum weight of 210 pounds.

BASED ON CATCH BASIN FRAMES 4" IN HEIGHT

5 - C \$ _____ per frame (3 Flange) x 2 = \$ _____ Subtotal
 5 - D \$ _____ per frame (4 Flange) x 2 = \$ _____ Subtotal

Catch basin grates shall be of the R.I. Standard 5.17 Bicycle Safe type and shall have a minimum weight of 215 pounds.

5 - E BASED ON \$ _____ PER GRATE X 5 = \$ _____ SUBTOTAL

Catch basin grates shall be of the R.I. Standard - Off Set Cascade type and shall have a minimum weight of 215 pounds.

5 - F BASED ON \$ _____ PER GRATE X 5 = \$ _____ SUBTOTAL

TOTAL BID FOB = \$ _____

 Company

 Authorized Representative Signature

 Address

 Authorized Representative Printed Name

 City, State, Zip

 Title

 Telephone

 Date

A bid award will be made to one company for all items. Award will be made to a responsible company submitting the lowest bid which will be computed by multiplying the per unit cost by the estimated quantity and adding the six (6) items together for the total bid.

TOWN OF TIVERTON

UNLEADED GASOLINE, CLEAR ULTRA SULFUR DIESEL FUEL

Sealed proposals are hereby requested for the following fuels:

1. Approximately 40,000 gallons of Unleaded Gasoline (Minimum Octane 87)
2. Approximately 23,000 gallons of Clear Ultra Sulfur Diesel Fuel

These fuels are to be delivered as needed to the following locations, Tank sizes are listed.

LOCATIONS AND ESTIMATED QUANTITIES

<u>LOCATION</u>	<u>TANK CAPACITY GALLONS</u>	<u>ESTIMATED ANNUAL GALLONS</u>
Unleaded Gasoline 87 Octane		
Public Works Garage 50 Industrial Way	1 – 2,000	7,000
Police Department 20 Industrial Way	1 – 4,000	33,000
Clear Ultra Sulfur Diesel Fuel		
Public Works Garage 50 Industrial Way	1 – 4,000	23,000

The quantities bid are approximate and are used as basis of comparison for all bids.

The estimated total quantities are 40,000 gallons of Unleaded Gasoline, 23,000 gallons of Clear Ultra Sulfur Diesel Fuel. These are not guaranteed quantities and the actual amount purchased may vary to a higher or lesser degree.

Gasoline price and Diesel price shall be quoted on the Journal of Commerce "Providence" listed low posting on the day of delivery. For bidding purposes, the bidder shall base the bid price on the lowest prices as of May 14, 2012.

The gasoline and diesel prices will be increased or decreased by the same amount as the increase or decrease of the posted prices.

Contractor shall give notice of any increase or decrease in fuel price to the Town of Tiverton by attaching evidence of the change in price by the contractor's supplier, to the applicable invoice(s).

Prices shall be F.O.B. delivered at each location specified herein as required.

Requests for increases to compensate for other costs shall not be considered.

Pricing shall be based on Net 30 Days payment.

The Town is exempt from Federal Fuel Tax and State Tax and is not exempt from applicable Motor Fuel Tax.

Bidders may be requested to specify source of fuel supply.

Unleaded gasoline shall have a minimum rating of eighty seven (87) octane.

Fuel shall be free from excessive amounts of solid and foreign material.

The Contractor shall print all fuel delivery receipts on metered tickets at the time of delivery, in duplicate. The receipts shall be signed by a responsible employee of the Town upon delivery of fuel with one of such receipt being retained by the Town employee.

In the event of the contractor failing to deliver sufficient fuel, the Town Administrator may purchase such fuel as is required at the market rates prevailing at the time and any excess in the cost offset fuel shall be charged against the contractor and the whole or part of any sums of money due the Contractor may be applied to meet such excess cost.

Contractor shall be responsible for any spillage and costs related thereto.

Contractor shall be liable of damages to equipment due to inferior gasoline or diesel.

Deliveries are to be made between the hours of 8:00 am and 3:00 pm Monday through Friday for the DPW.

Successful bidder must be covered by all insurance required by law for gasoline delivery.

All bids and any approved contract are subject to any applicable Federal, State and Local Laws including allocations and amendments thereto.

Between November 1 and March 1 diesel fuel shall be treated with an additive to prevent fuel jelling to -15 F.

TOWN OF TIVERTON

UNLEADED GASOLINE, CLEAR ULTRA SULFUR DIESEL

BID FORM

6 - A UNLEADED GASOLINE

BASIS: LOWEST POSTED PRICE, 5/11/12 \$ _____
PRICE PER GALLON - BULK DELIVERY, INCLUDING
RHODE ISLAND MOTOR FUEL TAX AND OTHER
MANDATORY TAXES. \$ _____
PRICE PER GALLON \$ _____ X 40,000 GAL. \$ _____

6 -B CLEAR ULTRA SULFUR DIESEL FUEL

BASIS: LOWEST POSTED PRICE, 5/11/12 \$ _____
PRICE PER GALLON - BULK DELIVERY, INCLUDING
RHODE ISLAND MOTOR FUEL TAX AND OTHER
MANDATORY TAXES. \$ _____
PRICE PER GALLON \$ _____ X 23,000 GAL. \$ _____

Company _____

Address _____

City, State, Zip _____

Telephone _____

Authorized Representative Signature _____

Authorized Representative Printed Name _____

Title _____

TOWN OF TIVERTON

Item 7

INVITATION FOR BIDS INSTRUCTION TO BIDDERS DAILY LANDFILL COVER

All bidders, by the submission of their bid, covenant to be bound hereby and to perform in accordance with these instructions and conditions, as well as the invitation for bids and the specifications.

1. Any guarantee and/or warranties should be stated in the bid.
2. Bids shall be filed in a sealed envelope, clearly labeled, bearing the number and title of the matter bid upon. Bids must be signed in the name of the bidding company by its duly authorized representative.
3. Whenever an item is named or described, an item "equal" thereto may be furnished with the approval of the Director of Public Works.
4. Payments shall be made by the awarding authority within thirty (30) days of deliver and acceptance.
5. Estimated quantities are shown for the initial contract period. Estimated quantities will be used as a basis for determining the low bidder and are not expressed or implied to be guaranteed.
6. The contracts shall be awarded to the responsible and responsive bidders who offer the best price, provided that the awarding authority may reject any and all bids, if it is in the public interest to do so. Contracts under this invitation for bid will be awarded to the bidder offering the lowest price for each item or separate line item as listed in the legal notice and specifications. The Town reserves the right to reject any or all bids or to accept the bid it deems to be in the best interest of the Town.
7. Determination of Responsibility
 - a. The Towns, in considering each proposal, shall prior to any determination and subsequent award, investigate and evaluate the contractor to determine whether the contractor is responsible. Consideration may be given to references and other available information indicating the contractor's prior experience in providing similar services, the financial and organizational status of the contractor, and the contractor's prior compliance with applicable laws, ordinances,

rules and regulations. No contract will be awarded to any contractor who, as determined by the Town, is not qualified to perform satisfactory service due to an unsatisfactory record or inadequate experience, or who lacks the necessary capital, organization, or equipment to conduct and complete the services in strict accordance with the specifications.

b. After the opening of sealed proposals, but before the award is made, the Town may require additional information, either technical or general, from any of the qualified contractors in order to determine the award. The information shall be supplemental in nature and may not add to, detract from, or conflict with the contents of the original sealed proposal.

c. No provision in this request for proposals should be construed to require an award to a contractor who submitted background information, when investigated and verified by the awarding authority, raises significant questions as to its ability to successfully provide the services required.

8. Purchases made by the Town of Tiverton are exempt from payment of Federal Excise Taxes and Rhode Island Tax on Retail Sales.

9. Performance and Payment Bonds:

a. The successful Contractor(s) must, simultaneously with execution of the Contract, provide the Towns with payment and performance bonds, a certified check, or other security approved by the Town Administrator in a penal sum equal to the estimated cost of the materials to be provided during the first year of the Contract, based on the estimates provided by the Towns, and conditioned upon performance by the Contractor of all undertakings, covenants, terms, conditions, and agreements of the Contract documents and upon the prompt payment by the Contractor to all persons supplying labor and materials for the contract work. Such a bond shall be endorsed by a surety company licensed or granted a certificate of authority by the State of Rhode Island and acceptable to the Town. Said performance bond or other approved security shall remain in full effect until the expiration of the contract term and any extension thereof.

- b. The Contractor must fulfill all obligations, terms, conditions, and prices set forth herein in order to meet the Contract in full, and in submitting a bid, acknowledges that if it fails to do so, it may forfeit some or all of its bond or other approved security.
 - c. A Performance and Payment Bond will be required for those items for which the estimated contract value equals or exceeds \$10,000. Estimated contract values will be determined by the Towns by multiplying the unit cost by the estimated quantity for each item.
 - d. The Performance and Payment Bonds shall name the Town of Tiverton as Obligee.
10. The successful Contractor(s) must maintain at no additional cost to the Towns the following insurance coverage's until the termination of the contract or as otherwise provided below:
- a. Worker's compensation coverage's that meets or exceeds the legal requirements.
 - b. Motor vehicle liability coverage with a minimum combined single limit of liability of Five Hundred Thousand Dollars (\$500,000.00); and
 - c. General liability insurance coverage with minimum limits of One Million Dollars (\$1,000,000.00) per claim and / or occurrence.
11. The Contractor shall be assumed to have complied with all the requirements of the State of Rhode Island prevailing wage law.
12. a. Each bid shall be accompanied by a bid security consisting of a certified check drawn on a national bank or trust company or a Bid Bond in a form satisfactory the Town with a surety company qualified to do business in Rhode Island and satisfactory to the Town, in an amount of equal to five (5%) percent of the total price for the project, payable to the "Town of Tiverton". The "total bid price" shall be determined by multiplying the unit price bid by the Contractor by the estimated amount supplied by the Town for each item bid by the Contractor and adding the totals for all items bid by the Contractor. A Clerk's certificate must accompany each bid bond to signify that the bond has been signed by an authorized officer of the Contractor.
- b. The bid security will be returned to the bidder within fourteen (14) days following the opening of bids, with the exception of the bid security of the three apparent lowest bidders for each item or group of items bid. Bid securities of three apparent lowest bidders will be retained until execution of a contract or rejection of all bids. In the event a successful bidder fails to fulfill its bid terms, the bid deposit will be forfeited to the Town.

13. All materials to be delivered at such times and such places as may be directed. Prompt service is required.
14. The contract shall be for an initial period of approximately nine months from the date of award until June 30, 2013. By mutual agreement between the Town and the contractor, the Town shall have the option to extend the contract for up to two additional one (1) year periods, commencing July 1, 2013 and July 1, 2014, said options to be exercised in writing by the Town, at least thirty (30) days before the date of which the contract would otherwise expire.
15. Attention is called to the minimum wage rates to be paid under the contract in accordance with State or Rhode Island prevailing wage law.

TOWN OF TIVERTON

DAILY LANDFILL COVER

BID FORM

ITEM	UNIT PRICE / TON	ESTIMATED QUANTITY	BID PRICE/TON	TOTAL BID
1. Daily Landfill Cover		15,000 TONS		

* Materials delivered to Tiverton Landfill

Company

Authorized Representative Signature

Address

Authorized Representative Printed Name

City, State, Zip

Title

Telephone

Date

**PLANTABLE SUB-SOIL TO BE USED AS
ALTERNATE COVER MATERIAL
AT THE TIVERTON LANDFILL**

The material to be furnished shall consist of loose, friable soil free of refuse, brush, stumps, roots, noxious weeds, litter, and other deleterious materials. Organic matter shall constitute not more than 20 percent of the material as determined by loss-on ignition of oven-dried samples. No materials containing aggregate larger than 6-inches shall be accepted.

A soil sample (minimum 2-gallons) shall be provided to the Town by the supplier prior to delivery. The Town shall provide an initial approval for material use based upon a visual inspection of the samples that are provided. This initial approval shall be obtained from the Town by the supplier prior to delivery of any materials to the site. The Town reserves the right to have all soils analyzed for conformance to these specifications. The supplier shall pay for all material analysis for materials to meet these specifications.

The material shall be provided from a source(s) within the State of Rhode Island and the source(s) shall be identified by the supplier in writing to the Town prior to delivery of the material to the Landfill. The material shall be provided from a site that is non-jurisdictional under the Rhode Island Department of Environmental Management's (RIDEM) hazardous waste program or leaking underground storage program, or any other RIDEM program having jurisdiction over contaminated sites. The Town reserves the right to have all soils tested for Total Petroleum Hydrocarbons (TPH), Volatile Organic Compounds (VOCs), Semi-Volatile Organic Compounds (SVOCs), Polychlorinated Biphenyls (PCBs), pesticides, 13 Priority Pollutant Metals, and leachability testing for the 11 RIDEM leachability criterion metals. All materials shall pass RIDEM's Method 1 Residential Direct Exposure Criteria (DEC), with the exception of metals, which shall be below the RIDEM Method 1 Industrial / Commercial DEC.

The supplier shall be responsible to remove any materials that are delivered to the Landfill and that do not meet the material analysis and testing as specified. The cost of said removal shall be borne by the supplier. The Town shall pay only for materials that meet these specifications.